

AG Contract No. KR95 1546TRN  
ADOT ECS File No. JPA 95-101  
Project: SB AZ 95(003)P  
Tracs No. H4086 01C  
Section: SR-67 N. Rim Pkwy.

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE  
KAIBAB NATIONAL FOREST

THIS AGREEMENT is entered into 3 November, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, KAIBAB NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Title 16 USC 532-538 and USC 572 Ref: FSM 15184.13 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The US Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 includes provisions for the Scenic Byway Interim Fund which establishes a program providing State administered funds to be used for the development of scenic byways and related projects. The Forest Service has been allocated ISTEA funds in the amount of \$292,600.00, with a \$73,150.00 State match for such projects.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20272</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/03/95</u>
<u>Gene A. Hall</u> Secretary of State
By <u>Vicky D. Graenewald</u>

## II. SCOPE

### 1. The Forest Service will:

a. Provide design plans, specifications or such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for turnouts and overlooks with interpretive facilities for the Kaibab Plateau- North Rim Parkway Self-Guided Tour, including orientation information at the visitor center, 9 interpretive sites along the scenic byway, exhibits, an interactive computer program at the visitor center, auto tour brochures, signs at pullouts and overlooks, 2 moveable signs to explain short-term management activities to travelers, and an audio cassette or radio program. Be responsible for any contractor claims for extra compensation, and upon completion provide maintenance.

b. Invoice the State for the cost of the improvements, in a total amount not to exceed \$365,750.00.

### 2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$365,750.00.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Kaibab National Forest  
Forest Supervisor  
800 S. 6th Street  
Williams, AZ 86046

8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE  
Kaibab National Forest

STATE OF ARIZONA  
Department of Transportation

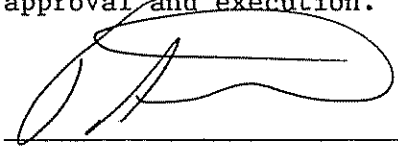
By Conny Frisch  
CONN'Y FRISCH  
Forest Supervisor

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 11th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the US Department of Agriculture, Forest Service for the purpose of defining responsibilities for pass through of ISTEA funds for design, construction and maintenance of various Scenic Byway Interim Funds improvements.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
\_\_\_\_\_  
for LARRY S. BONINE  
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1546-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of October, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8957G/45



# ARIZONA DEPARTMENT OF TRANSPORTATION



## HIGHWAYS DIVISION

206 South Seventeenth Avenue - Phoenix, Arizona 85007-3213

Mail Drop 616E

FIFE SYMINGTON  
Governor

THOMAS G. SCHMITT  
State Engineer

LARRY S. BONINE  
Director

31 July 1995

Contracting Officer  
US Department of Agriculture  
Forest Service

Re: Scenic Byways Interim Fund  
Intergovernmental Agreement

Gentlemen:

Find enclosed three duplicate originals of the above subject agreement, defining the responsibilities of the Forest Service and the Arizona Department of Transportation incident to the above subject project.

Please obtain the signatures of the appropriate officials. Upon execution return all originals to the undersigned for further processing, to the attention of Mail Drop 616E. Upon completion of processing your original will be sent by return mail.

Please make no other entries on the originals other than signatures. Per ARS 11-952, please do not date the first page of the agreements. Questions may be directed to the undersigned at (602) 255-8369.

ADOT - "Getting things done - together".

Sincerely,

E. JACK HAMMITT, CPM  
Joint Project Administrator

ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION

MEMORANDUM

TO: E. JACK HAMMITT 616E  
Joint Project Administrator


FROM: JAMES R. REDPATH  
Assistant Attorney General

DATE: September 21, 1995



RE: IGA/United States Department of  
Agriculture - Kaibab National Forest  
A.G. Contract No. KR95-1546-TRN  
ECS File: JPA 95-101  
Project No.: SB AZ 95(003)P  
Tracs No.: H4086 01C  
Section: SR-67 N. Rim Pkwy

I have reviewed this agreement and prior to sending a Determination Letter, I would like to know who is going to maintain the rest area.

Please let me know at your earliest convenience.

  
JAMES R. REDPATH  
Assistant Attorney General

JRR:lsr  
8918G/8

 See this.  


ATTORNEY GENERAL  
TRANSPORTATION SECTION

MEMORANDUM


July 19, 1995

TO: E. JACK HAMMITT 616E  
Joint Project Administrator

FROM: JAMES R. REDPATH  
Assistant Attorney General

RE: IGA/United States Dept. of Agriculture  
Kaibab National Forest  
A.G. Contract No. KR95-1546-TRN  
ECS File: JPA 95-101  
Scenic Byway Interim Fund  
Tracs No. H4086 01C  
Section: SR-67 N. Rim Pkwy.

This agreement appears to be in proper form and may be circulated for signature.

  
JAMES R. REDPATH  
Assistant Attorney General

JRR:lsr  
8828G/116